

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

19

3309

## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Joshua G. Ferguson Freeman Mathis &amp; Gary, LLP 1800 John F. Kennedy Blvd., Ste. 1500 Philadelphia, PA 19103

Address of Defendant: Matthew J. Meyers, Sr. Alliance Property Services 66 S. 400 Center Lane, Ste. 205 Dawsonville, GA 30534

Place of Accident, Incident or Transaction: Dawsonville, GA

## RELATED CASE, IF ANY:

Case Number: Judge: Date Terminated:

Civil cases are deemed related when Yes is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☐ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 07/01/2019

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

## CIVIL: (Place a ✓ in one category only)

## A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify):

## B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify):
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases

(Please specify):

## ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Matthew J. Meyers, Sr., counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages requested in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:☐ Relief other than monetary damages is sought.

DATE: 07/01/2019

Matthew J. Meyers, Sr.  
Attorney-at-Law / Pro Se Plaintiff

In Propria Persona

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

JUL 12 2019

GEKP

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Fast Lane Environmental Services, LLC

CIVIL ACTION

v.

Alliance Property Services

NO. **19 3309**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

7/1/2017  
Date

*Matthew J. Meyers Sr.*  
~~Attorney at law~~

In Propria Persona  
Attorney for

(800) 755-6411

office@alliancepropertyservices.com

Telephone

FAX Number

E-Mail Address

Matthew J. Meyers, Sr.  
Alliance Property Services  
66 S. 400 Center Lane, Ste. 205  
Dawsonville, GA 30534  
Phone (800) 755-6411  
Email: office@alliancepropertyservices.com

***Defendant, In Propria Persona***

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF PENNSYLVANIA

FASTLANE ENVIRONMENTAL  
SERVICES, LLC,

Plaintiff,

vs.

ALLIANCE PROPERTY SERVICES,

Defendant

Case No.: **19 3309**

**NOTICE TO ADVERSE PARTY OF  
REMOVAL TO FEDERAL COURT**

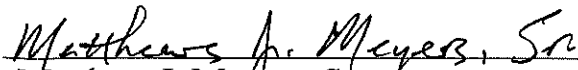
**COMPLAINT FILED: MAY 23, 2019**

TO: ATTORNEYS OF RECORD FOR PLAINTIFF:

NOTICE IS HEREBY GIVEN THAT a Notice of Removal of this action was filed in the United States District Court for the Eastern District of Pennsylvania on or about July 10, 2019. A copy of the said Notice of Removal is attached to this Notice and is served and filed herewith.

JUL 12 2019

1 Dated July 10, 2019.

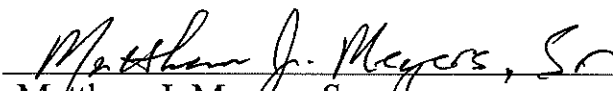
2   
3 Matthew J. Meyers, Sr.  
4 Owner, Alliance Property Services  
5 Defendant, In Propria Persona

6 **CERTIFICATE OF SERVICE**

7 This is to certify that a true and correct copy of the foregoing Notice to  
8 Adverse Party of Removal to Federal Court was served upon opposing counsel by  
9 placing the same in the United States Mail with sufficient postage affixed thereto to  
10 ensure delivery to:

11 Joshua G. Ferguson  
12 Freeman Mathis & Gary, LLP  
13 1800 John F. Kennedy Blvd., Ste. 1500  
14 Philadelphia, PA 19103

15 DATED July 10, 2019.

16   
17 Matthew J. Meyers, Sr.  
18 Owner, Alliance Property Services  
19 Defendant, In Propria Persona

GEKP

1 Matthew J. Meyers, Sr.  
Alliance Property Services  
2 66 S. 400 Center Lane, Ste. 205  
Dawsonville, GA 30534  
3 Phone (800) 755-6411  
Email: office@alliancepropertyservices.com

4 ***Defendant, In Propria Persona***

5  
6 UNITED STATES DISTRICT COURT

7 EASTERN DISTRICT OF PENNSYLVANIA

8 FASTLANE ENVIRONMENTAL  
SERVICES, LLC,

9 Plaintiff,

10 vs.

11 ALLIANCE PROPERTY SERVICES,

12 Defendant

Case No.: **19 3309**

**NOTICE OF REMOVAL OF  
ACTIONS UNDER 28 U.S.C. 1441(B)  
DIVERSITY BY DEFENDANT  
ALLIANCE PROPERTY SERVICES**

**[FILED CONCURRENTLY WITH  
CIVIL COVER SHEET, NOTICE  
OF INTERESTED PARTIES AND  
CORPORATE DISCLOSURE  
STATEMENT]**

**COMPLAINT FILED: MAY 23, 2019**

13  
14  
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16  
17  
18  
19 - 1 -

20 NOTICE OF REMOVAL OF ACTIONS UNDER 28 U.S.C. 1441(B) DIVERSITY BY DEFENDANT ALLIANCE  
PROPERTY SERVICES [FILED CONCURRENTLY WITH CIVIL COVER SHEET, NOTICE OF INTERESTED  
PARTIES AND CORPORATE DISCLOSURE STATEMENT] COMPLAINT FILED: MAY 23, 2019

JUL 12 2019

**TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

**PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant ALLIANCE PROPERTY SERVICES hereby removes this civil action from the Court of Common Pleas of Bucks County, Pennsylvania, where it is currently pending as Case No. 2019-03917, to the United States District Court for the Eastern District of Pennsylvania.

This Court has original jurisdiction over this action under 28 U.S.C. § 1332(a) on the grounds that complete diversity exists between all parties and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. Plaintiff FAST LANE ENVIRONMENTAL SERVICES, LLC (hereinafter “Plaintiff” or “Fast Lane”) is New Jersey limited liability company with its principle place of business in the State of New Jersey and Defendant ALLIANCE PROPERTY SERVICES is a sole proprietorship with its principle place of business in the State of Georgia.

**BACKGROUND**

On May 23, 2019, an action was commenced in the Court of Common Pleas of Bucks County in the State of Pennsylvania, entitled FAST LANE ENVIRONMENTAL SERVICES, LLC v. ALLIANCE PROPERTY SERVICES

1 as Case No. 2019-03917. Pursuant to 28 U.S.C. § 1446(a), a copy of the Notice  
2 and Complaint is attached hereto as **Exhibit 1**.

3 Defendant was served with process at its principle place of business in  
4 Dawsonville Georgia on June 10, 2019.

5 Plaintiff asserts in the Complaint two causes of action: (1) for breach  
6 of contract and (2) for unjust enrichment, claiming that the parties entered into an  
7 oral contract, Defendant breached said oral contract, and Defendant's breach  
8 caused damages to Plaintiff and unjust enrichment to Defendant.

### 9 **GROUND FOR REMOVAL**

10 As set forth more fully below, this Court has subject matter  
11 jurisdiction under 28 U.S.C. § 1332, which confers original jurisdiction of "all civil  
12 actions where the matter in controversy exceeds the sum or value of \$75,000.00,  
13 exclusive of interest and costs, and is between . . . citizens of different States."

#### 14 **I. The Amount-In-Controversy Requirements is Satisfied.**

15 "A district court has subject matter jurisdiction over state law claims  
16 if there is complete diversity of citizenship between the parties and the amount in  
17 controversy exceeds \$75,000 for each plaintiff. *See* 28 U.S.C. § 1332. . . A district  
18 court's determination as to the amount in controversy must be based on the

1 “plaintiff’s complaint at the time the petition for removal was filed.” *Werwinski v.*  
2 *Ford Motor Co.* 286 F.3d 661, 666 (3<sup>rd</sup> Cir., 2002) (quoting *Steel Valley Auth. v.*  
3 *Union Switch Div.*, 809 F.2d 1006, 1010 (3<sup>rd</sup> Cir., 1987). Here the Complaint  
4 states that the sum of \$266,662.18 – the amount that was charged by Plaintiff to  
5 Defendant – is at issue. Exhibit 1, Complaint, p. 3, ¶14. Accordingly, the amount  
6 in controversy in this action well exceeds \$75,000.00, exclusive of interest and  
7 costs.

8 **II. Complete Diversity of Citizenship Exists Between Plaintiff and**  
9 **Defendant.**

10 “Whether diversity jurisdiction exists is determined by examining the  
11 citizenship of the parties at the time the complaint was filed.” *Midatlantic Nat.*  
12 *Bank v. Hansen*, 48 F.3d 693, 696 (3<sup>rd</sup> Cir., 1995); *see also Smith v. Sperling* 354  
13 U.S. 91, 93 n. 1, 77 S. Ct. 1112, n. 1, 1 L.Ed.2d 1205 (1957) (stating that  
14 jurisdiction is tested by the facts as they exist when the action is brought).

15 Plaintiff alleges at Paragraph 1 of the Complaint that it is a  
16 “commercial snow management company with a principle place of business  
17 located at 2115 Burlington Columbus Rd in Florence, NJ 08505.” Defendant,  
18 following a diligent search of public records, is not aware of any residency

1 citizenship or domiciliary by Plaintiff in either Pennsylvania where the underlying  
2 action is filed, or in the State of Georgia where Defendant is a resident.

3 Plaintiff alleges at Paragraph 2 of the Complaint that Defendant is “an  
4 entity with a registered business address of 175-30 Route 70 East, Suite 127,  
5 Medford, NJ 08055.” Defendant is in fact an entity with a registered business  
6 address in the State of Georgia.

7 At this time, and at all times relevant to this proceeding, Defendant is  
8 and has been a fictitious entity that can only be presumed to be a sole  
9 proprietorship owned and operated by the undersigned, who is a resident, citizen  
10 and domiciliary of the State of Georgia.

11 The Complaint also names XYZ Corp 1 – 10 (fictitious name) and  
12 John and Jane Does 1 – 10 (fictitious persons). Exhibit 1, Complaint, p. 1. For  
13 purposes of removal, however, “the citizenship of defendants sued under fictitious  
14 names shall be disregarded.” 28 U.S.C. § 1441(b)(1). “The Doe defendants  
15 cannot destroy diversity in this case because the complaint asserts no claim of any  
16 kind against them or any of them.” *Abels v. State Farm Fire & Cas. Co.*, 770 F.2d  
17 26, 30 (3<sup>rd</sup> Cir., 1985). Here, as in the *Abels* case, Plaintiff has made no allegations  
18 against the Doe defendants other than to list them in the introduction and

1 concluding paragraphs. “The clearest cases for disregarding Doe defendants are  
2 those in which the complaint merely includes Does in the caption; without any  
3 charging allegations.” *Id. at* 30. Therefore, the inclusion of “Doe” defendants in  
4 the state court Complaint has no effect on removability.

### 5 **III. The Other Prerequisites for Removal are Satisfied.**

6 This Notice of Removal is timely filed. The relevant statute provides  
7 that “[e]ach defendant shall have 30 days after receipt . . . of the initial  
8 pleadings . . . to file the notice of removal.” 28 U.S.C. § 1446(b)(2)(B). Plaintiff  
9 filed the Complaint on May 23, 2019. Defendant was served on June 10, 2019.

10 This action is properly removed to the United States District Court for  
11 the Eastern District of Pennsylvania, which is “the district and division embracing  
12 the place where [the] action is pending.” 28 U.S.C. § 1441(a); *see also* 28 U.S.C. §  
13 118(a) (listing the counties within the Eastern District of Pennsylvania).

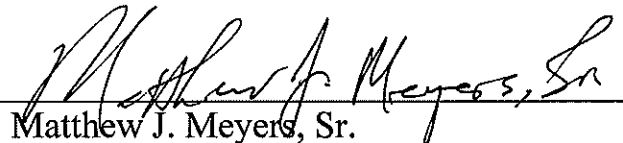
14 Title 28 U.S.C. § 1446(a) requires a copy of all process, pleadings and  
15 orders served upon the removing defendant in the state action (Case No. 2019-  
16 03917) to be included with this Notice of Removal. Defendant has attached hereto  
17 as **Exhibit 1** copies of the Notice and Complaint, and **Exhibit 2**, Civil Cover Sheet.

Pursuant to 28 U.S.C. § 1446(d), a Notice to Adverse Party of Removal to Federal Court, attached hereto as **Exhibit 3**, together with this Notice of Removal, will be served upon counsel for Plaintiff and will be filed with the clerk of the Court of Common Pleas of Bucks County, Pennsylvania.

By filing this Notice of Removal, Defendant does not waive its right to seek to compel arbitration or to object to jurisdiction over the person, or venue, and specifically reserves the right to assert any defenses and/or objections to which it may be qualified to assert.

If any questions arise as to the propriety of the removal of this action, Defendant respectfully requests the opportunity to submit briefing and oral argument and to conduct discovery in support of its position that subject matter jurisdiction exists.

Dated July 1, 2019.

  
Matthew J. Meyers, Sr.  
Owner, Alliance Property Services  
Defendant, In Propria Persona

**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY  
CIVIL DIVISION**

**FAST LANE ENVIRONMENTAL  
SERVICES, LLC**

**Plaintiff**

**vs.**

**ALLIANCE PROPERTY SERVICES, et al.**

**Defendant**

:  
:  
:  
:  
:  
:

**No.** \_\_\_\_\_

**Form of Action**

**Complaint**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**Bucks County Bar Association  
135 East State Street  
Doylestown, PA 18901  
Phone (215) 348-9413, 1-800-479-8585  
www.bucksbar.org**

**PA Bar Association: [www.pabar.org](http://www.pabar.org)**

**Joshua G. Ferguson, Esquire**

**Attorney for Plaintiff**

**Attorney I.D. # 93188**

**Please type or print name and address**

**Freeman Mathis & Gary, LLP**

**1800 John F. Kennedy Blvd.**

**Suite 1500**

**Philadelphia, PA 19103**

Exhibit 1

## **NOTICE**

**Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:**

**Rule 205.5. Cover Sheet**

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at [www.pacourts.us](http://www.pacourts.us).

**FREEMAN MATHIS & GARY, LLP**

Joshua G. Ferguson, Esquire

PA ID: 93188

Michelle Yee, Esquire

PA ID: 317843

1800 John F. Kennedy Blvd., Suite 1500

Philadelphia, Pennsylvania 19103

Phone (267) 758-6009

Fax (267) 239-0050

jferguson@fmglaw.com

myee@fmglaw.com

**FAST LANE ENVIRONMENTAL  
SERVICES LLC**

**Plaintiff,**

**v.**

**ALLIANCE PROPERTY SERVICES, XYZ  
CORP 1-10 (fictitious entities) and JOHN AND  
JANE DOES 1-10 (fictitious persons)**

**Defendants.**

**COURT OF COMMON PLEAS  
BUCKS COUNTY  
CIVIL TRIAL DIVISION**

**CIVIL ACTION NO.:** \_\_\_\_\_

**CIVIL ACTION COMPLAINT**

Plaintiff, Fast Lane Environmental Services LLC, by and through its counsel, Freeman Mathis & Gary, LLP, brings this civil action against Defendants, Alliance Property Services, XYZ Corp 1-10 (fictitious name) and John and Jane Does 1-10 (fictitious persons), and for its complaint against Defendants, alleges and states as follows:

### **THE PARTIES**

1. Plaintiff, Fast Lane Environmental Services, LLC is a commercial snow management company with a principal place of business located at 2115 Burlington Columbus Rd in Florence, NJ 08505.

2. Defendant, Alliance Property Services, is an entity with a registered business address of 175-30 Route 70 East, Suite 127, Medford NJ 08055.

3. To the best of Plaintiff's knowledge, Defendant, Alliance Property Services, also has a headquarters in Georgia at 3840 Brown Bridge Road, Suite 101, Cumming, GA 30041.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over Defendants inasmuch as Defendants regularly conducts business in the State of Pennsylvania, and because the events giving rise to this action took place in the state of Pennsylvania, and the nature of the relief sought herein permits adjudication in this forum.

5. Pursuant to 246 Pa. Code Rule 302 of the Pennsylvania Rules of Court, venue for this action properly lies in Bucks County because the transaction or occurrence took place out of which the cause of action arose in Bucks County.

6. Specifically, one of the sites that Defendant serviced is Giant's Food Store at 700 Stony Hill Rd, Yardley, PA 19067 in Bucks County.

### **FACTS UNDERLYING CLAIMS**

7. Defendant Alliance Property Service is a company that provides comprehensive residential and commercial property maintenance services, including snow removal.

8. On or about December 9, 2017, Plaintiff was contacted by Defendant Alliance Property Services, and entered into an oral contract for Plaintiff to provide snow removal and

salting services at several different properties, including a Giant's Food Store in Yardley Pennsylvania in Bucks County for the 2017-2018 season.

9. The Plaintiff provided services pursuant to the contract.

10. After Plaintiff performed the services, the Defendant never returned an executed master's contract and terminated Defendant without cause.

11. Plaintiff submitted invoices to the Defendant for all work that was completed on or about December 9, 2017 to January 16, 2018 and demanded payment for its services pursuant to the agreements entered and between the parties. See **Invoices attached as Exhibit A.**

12. The Defendant has paid a portion of the bill in the amount of \$9,860.00.

13. There is now a remaining balance owed to Plaintiff in the amount of \$266,662.18 for unpaid invoices and finance charges for damages, transport, rental of equipment, and insurance coverage.

14. To this date, the remaining balance of \$266,662.18 is still owed to Plaintiff.

**FIRST COUNT**

***Breach of Contract***

**Plaintiff v. Defendant Alliance Property Service**

15. Plaintiff incorporates by reference its averments in the preceding paragraphs as though fully set forth at length herein.

16. Defendant entered the oral contract with Plaintiff for snow removal services for the 2017-2018 season.

17. Plaintiff has performed every material obligation imposed upon it by the contract.

18. After services were completed by Plaintiff, the Defendant terminated Plaintiff without cause and never returned an executed copy of the revised master's contract.

19. Despite demand, Defendant has failed and/or refused to pay Plaintiff all sums Plaintiff is due from Defendant pursuant to their oral contract.

20. Defendant has failed to perform and discharge its obligations under the contract, and such failures constitute a material and substantial breach of the contract.

21. As a direct and proximate result of Defendant's breach of the contract, Plaintiff has sustained substantial economic damages.

22. No justification exists for Defendant's refusal to compensate Plaintiff in quantum meruit for the value of damages for their failure to comply with the contract.

**WHEREFORE**, Plaintiff, Fast Lane Environmental Services Inc. demands judgment in its favor and against Defendants, Alliance Property Services, XYZ CORP 1-10 (fictitious entities) and John and Jane Does 1-10 (fictitious persons), in the amount of balance of \$266,662.18, as well as lost profits, costs of suit, attorneys' fees, and any and all other relief deemed appropriate and just by this Honorable Court.

**SECOND COUNT**

***Unjust Enrichment***

**Plaintiff v. Defendant Alliance Property Services**

23. Plaintiff incorporates by reference its averments in the preceding paragraphs as though fully set forth at length herein.

24. Plaintiff completed snow removal services in January of 2018 according to the oral contract entered with Defendant Alliance Property Services.

25. Upon completion of the services, Plaintiff was never compensated.

26. Courts have held that "[t]he most significant requirement for recovery on quasi contract, however, is that the enrichment to the defendant must be unjust." Myers-Macomber Engineers v. M.L.W. Construction Corp., 271 Pa. Super. 484, 414 A.2d 357 (1979).

27. In order to "sustain a claim of unjust enrichment, a claimant must show that the party against whom recovery is sought either wrongfully secured or passively received a benefit that it would be unconscionable for her to retain. In order to recover, there must be both (1) an enrichment, and (2) an injustice resulting if recovery for the enrichment is denied. A showing of knowledge or wrongful intent on the part of the benefited party is not necessary in order to show unjust enrichment. Rather, the focus is on the resultant unjust enrichment, not on the party's intention." Torchia ex rel. Torchia v. Torchia, 346 Pa. Super. 229, 231, 499 A.2d 581, 582 (1985).

28. In the case at bar, if Plaintiff is not compensated for their completed services, Defendant will be unjustly enriched.

**WHEREFORE**, Plaintiff, Fast Lane Environmental Services Inc. demands judgment in its favor and against Defendants, Alliance Property Services, XYZ CORP 1-10 (fictitious entities) and John and Jane Does 1-10 (fictitious persons), in the amount of balance of \$266,662.18, as well as lost profits, costs of suit, attorneys' fees, and any and all other relief deemed appropriate and just by this Honorable Court.

**FREEMAN MATHIS & GARY, LLP**

Date: May 23, 2019

By: /s/ Joshua G. Ferguson  
 Joshua G. Ferguson, Esquire  
 Michelle Yee, Esquire  
 1800 John F. Kennedy Blvd., Suite 1500  
 Philadelphia, Pennsylvania 19103  
 Phone (267) 758-6009  
 Fax (267) 239-0050  
 jferguson@fmglaw.com  
 myee@fmglaw.com  
 Attorneys for Plaintiff  
 Fast Lane Environmental Services, LLC

**VERIFICATION**

I, Joshua Ferguson, Esquire, hereby state that I am the attorney for the Plaintiff, Fast Lane Environmental Services, LLC against Defendants, Alliance Property Services, XYZ CORP 1-10 (fictitious entities) and John and Jane Does 1-10 (fictitious persons), parties in this action, and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

**FREEMAN MATHIS & GARY, LLP**

Date: May 23, 2019

By: /s/ Joshua G. Ferguson  
Joshua G. Ferguson, Esquire  
Michelle Yee, Esquire  
Attorneys for Plaintiff  
Fast Lane Environmental Services, LLC

**CERTIFICATE OF SERVICE**

I, Joshua Ferguson, Esquire, hereby certify that a true and correct copy of the foregoing Complaint was served via Process Server and U.S. Certified Mail, Return Receipt Requested upon the following:

Alliance Property Services  
New Jersey Headquarters  
175-30 Route 70 East  
Suite 127  
Medford, NJ 08055  
(7018 1830 0001 7810 3587)

Alliance Property Services  
Georgia Headquarters  
3840 Brown Bridge Road  
Suite 101  
Cumming, GA 30041  
(7018 1830 0001 7810 3594)

**FREEMAN MATHIS & GARY, LLP**

Date: May 23, 2019

By: /s/ Joshua G. Ferguson  
Joshua G. Ferguson, Esquire  
Michelle Yee, Esquire  
Attorneys for Plaintiff  
Fast Lane Environmental Services, LLC

## EXHIBIT A

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
12/12/2017	901

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Bai

Service	Description	Quantity	U/M	Rate	Amount
Salt	Salt 2 tons 12/9 949am	1			
Plow	Plow 3-6" 12/10 646am	1			
Salt	Salt 2 tons 12/11 7:02am From Inv #902 12/13/17 from .docx file	1			
	This was day/time another vendor came in with black unmarked pickup truck to salt lot while Fastlane crew was there onsite salting				
Plow	Plow 3-6" 12/12 5:20am From Inv #902 12/13/17 from .docx file	1			
Salt	Salt 2 tons 12/12 7:49am From Inv #902 12/13/17 from .docx file	1			
	Sales Tax				
				<b>Total</b>	\$5,277.94

Case# 2019-03817-0 - JUDGE 27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
12/17/2017	128

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

<b>P.O. No.</b>
3349

Terms	Project
Net 30	700 Stoney Hill Rd - Giant

Service	Description	Quantity	U/M	Rate	Amount
	12/13 9pm Lot	1			
	12/13 9pm Sidewalks	1			
	12/14 630am lot				
	Sales Tax				
				<b>Total</b>	\$1,306.16

Case# 2019-03917-0 - JUDGE 27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
12/17/2017	129

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt 70 E Medford, NJ 08055

<b>P.O. No.</b>
3350

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
alt	12/13 830pm - Lot				
alt	12/13 830pm - Sidewalks	1			
alt	12/14 6am - Lot	1			
	Sales Tax				
				<b>Total</b>	\$1,306.16

Case# 2019-03917-0 - JUDGE 27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Invoice**

Date	Invoice #
12/19/2017	132

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

<b>P.O. No.</b>

Terms	Project
Net 30	700 Stoney Hill Rd - Giant

Service	Description	Quantity	U/M	Rate	Amount
salt	12/14 630am - Sidewalks	1			
salt	12/15 1145am - lot and sidewalks	1			
salt	12/16 525am -lot and sidewalks	1			
salt	12/16 258am	1			
low	Sales Tax				
				<b>Total</b>	<b>\$3,172.09</b>

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the United Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
12/19/2017	133

<b>Bill To</b>
Alliance Property Services NJ corporate 175-30 Rt 70 E Medford, NJ 08055

<b>P.O. No.</b>

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
	12/14 6am - Sidewalks	1			
	12/15 1117am - Sidewalks and Lot	1			
	12/16 118am	1			
	12/16 235am - Sidewalks and Lot	1			
	Sales Tax				
				<b>Total</b>	\$2,905.53

Case# 2019-03817-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

## Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505

## Invoice

Date	Invoice #
1/2/2018	151

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 RL 70 E Medford, NJ 08055

<b>P.O. No.</b>

Terms	Project
Net 30	700 Stoney Hill Rd - Giant

Service	Description	Quantity	U/M	Rate	Amount
Giant	12/29 803pm	1			
Giant Per Push	12/30 11am plow	1			
Giant	12/30 1240pm salt	1			
Giant Per Push	12/30 920pm plow	1			
Giant	12/30 1025pm Salt	1			
	Sales Tax				
Thank you for your business.					
<b>Total</b>					\$3,945.13

Case# 2019-03917-0 - JUDGE-27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
1/2/2018	154

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
Neshaminy Salt	12/29 730pm Salt	1			
Neshaminy Salt	12/30 150pm Salt	1			
Neshaminy Plow ...	12/30 150pm Plow	1			
Neshaminy Salt	12/30 8pm Salt	1			
Neshaminy Plow ...	12/30 8pm Plow	1			
	Sales Tax				
Thank you for your business.					
<b>Total</b>					\$4,728.82

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the United Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
1/7/2018	171

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

<b>P.O. No.</b>

Terms	Project
Net 30	700 Stony Hill Rd - Giant

Service	Description	Quantity	U/M	Rate	Amount
Giant	1/3 6:56pm Salt	1			
Giant	1/3 8:31pm Salt	1			
Giant Per Push	1/3 8:31pm Plow	1			
Giant Per Push	1/3 12:24pm Salt	1			
Giant	1/3 12:24pm Plow	1			
	Sales Tax				
				<b>Total</b>	\$3,945.13

## Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505

## Invoice

Date	Invoice #
1/1/2018	172

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
Neshaminy Salt	1/3 7:27pm Salt	1			
Neshaminy Salt	1/4 8:13pm Salt	1			
Neshaminy Plow ...	1/4 8:13pm Plow	1			
Neshaminy Salt	1/4 3:45pm Salt	1			
Neshaminy Plow ...	1/4 3:45pm Plow	1			
Neshaminy Salt	1/4 11:05pm Salt	1			
Neshaminy Plow ...	1/4 11:05pm Plow	1			
Neshaminy Salt	1/6 446am Salt	1			
	Sales Tax				
				<b>Total</b>	<b>\$7,565.04</b>

## Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505

## Invoice

Date	Invoice #
1/7/2018	175

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

<b>P.O. No.</b>

Terms	Project
Net 30	700 Stoney Hill Rd - Giant

Service	Description	Quantity	U/M	Rate	Amount
Giant	1/4 2:25am Salt	1			
Giant Per Push	1/4 2:05am Plow	1			
Giant Per Push	1/4 6:58am Plow	1			
Giant	1/4 7:25am Salt	1			
Giant	1/4 1:20pm Salt	1			
Giant Per Push	1/4 1:00pm Plow	1			
Giant	1/4 4:45pm Salt	1			
Giant Per Push	1/4 4:32pm Plow	1			
Giant	1/4 7:25pm Salt	1			
Giant Per Push	1/4 11:20pm Plow	1			
Giant	1/4 11:46pm Salt	1			
Giant	1/5 5:29am Salt	1			
	Sales Tax				
				<b>Total</b>	\$9,413.28

Case# 2018-03917-0 - JUDGE:21 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that are designated for public access have been filed and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
1/8/2018	194

<b>Bill To</b>
Alliance Property Services

<b>P.O. No.</b>

Terms	Project
Net 30	Misc. Snow Sites

Service	Description	Quantity	U/M	Rate	Amount
Plow	Plow, Shovel and Salt Retro Fitness as per Alliance request 1/4/18 218pm	1			
Misc	Mike call request 2nd deice 1/5/18 before 7am. Sales Tax	1			
				<b>Total</b>	\$1,759.31

Case# 2019-03817-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$265.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

## Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505

## Invoice

Date	Invoice #
1/8/2018	184

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
Neshaminy Salt	1/4 11:05am Salt	1			
Neshaminy Plow ...	1/4 11:05am Plow	1			
Neshaminy Salt	1/4 6:15pm Salt	1			
Neshaminy Plow ...	1/4 6:15pm Plow	1			
Neshaminy Salt	1/5 4:09am Salt	1			
Neshaminy Plow ...	1/5 4:09am Plow	1			
Neshaminy Salt	1/5 10:48am Salt	1			
Neshaminy Salt	1/5 4:56pm Salt	1			
	Sales Tax				
				<b>Total</b>	\$7,565.04

Case# 2019-03817-0 - JUDGE:27 Received at County of Bucks Prothonotary on 06/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
1/15/2018	211

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
Neshaminy Salt	1/8 459am Salt	1			
Neshaminy Salt	1/8 754pm Salt	1			
Neshaminy Salt	1/7 602am Salt -added 1/15/18	1			
	Sales Tax				
				<b>Total</b>	\$2,830.89

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
1/22/2018	239

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
Neshaminy Salt	1/9 601am Salt	1			
Neshaminy Salt	1/10 518am Salt - added 1/23/18	1			
Neshaminy Salt	1/16 446pm Salt	1			
	Sales Tax				
				<b>Total</b>	<b>\$2,830.89</b>

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
1/30/2018	415

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

<b>P.O. No.</b>

Terms	Project
Net 30	700 Stoney Hill Rd - Giant

Service	Description	Quantity	U/M	Rate	Amount
	1/7/18 5:36am Salt Sales Tax	1			
<b>Total</b>					\$799.69

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/29/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Invoice**

Date	Invoice #
10/4/2018	417

Bill To
Alliance Property Services

P.O. No.

Terms	Project
Net 30	Neshaminy

Service	Description	Quantity	U/M	Rate	Amount
Neshaminy Salt	1/13 4:50am	1			
Neshaminy Salt	1/13 5:28pm - call in req. spot salt	1			
	Sales Tax				
				<b>Total</b>	\$1,887.26

Case# 2019-03309-17-0 - JUDGE 21 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
1/24/2018	FC 31

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

		Terms
Description		Amount
Finance Charges on Overdue Balance Invoice #128 for 1,225.00 on 12/17/2017 Invoice #132 for 2,975.00 on 12/19/2017		
	<b>Total</b>	\$15.15
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$15.15



2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
1/24/2018	FC 33

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #129 for 1,225.00 on 12/17/2017 Invoice #133 for 2,725.00 on 12/19/2017	
	<b>Total</b> \$14.32
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$14.32

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
2/28/2018	FC 53

<b>Bill To</b>
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #128 for 1,225.00 on 12/17/2017</b> <b>Invoice #132 for 2,975.00 on 12/19/2017</b> <b>Invoice #151 for 3,700.00 on 01/02/2018</b> <b>Invoice #171 for 3,700.00 on 01/07/2018</b>	
	<b>Total</b> \$179.80
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$179.80

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
2/28/2018	FC 54

Bill To
Alliance Property Services

Termis
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Description	Amount
Finance Charges on Overdue Balance Invoice #901 for 2,205.00 on 12/12/2017	
	<b>Total</b> \$42.27
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$42.27

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
<b>2/28/2018</b>	<b>FC 55</b>

Bill To	
Alliance Property Services	

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 1,200.00 on 01/08/2018</b>	
	<b>Total</b> \$13.80
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$13.80

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Finance Charge**

Date	Invoice #
2/28/2018	FC 56

<b>Bill To</b>
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #129 for 1,225.00 on 12/17/2017 Invoice #133 for 2,725.00 on 12/19/2017 Invoice #154 for 4,435.00 on 01/02/2018 Invoice #172 for 7,095.00 on 01/07/2018 Invoice #211 for 1,770.00 on 01/15/2018 Invoice #239 for 1,770.00 on 01/22/2018	
<b>Total</b>	\$247.14
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$247.14

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Finance Charge**

Date	Invoice #
4/9/2018	FC 70

**Bill To**Alliance Property Services  
NJ Corporate  
175-30 Rt. 70 E  
Medford, NJ 08055**Terms**

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #128 for 885.00 on 12/17/2017 Invoice #132 for 2,975.00 on 12/19/2017 Invoice #151 for 3,700.00 on 01/02/2018 Invoice #171 for 3,700.00 on 01/07/2018	
<b>Total</b>	\$246.68
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$246.68

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
4/9/2018	FC 71

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #901 for 2,205.00 on 12/12/2017</b>	
	<b>Total</b> \$48.30
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$48.30

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
<b>4/9/2018</b>	<b>FC 72</b>

Bill To
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 1,200.00 on 01/08/2018</b>	
	<b>Total</b> \$26.29
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$26.29

**2115 Burlington Columbus Rd  
Florence, NJ 08505**

Date	Invoice #
4/9/2018	FC 73

Bill To	
Alliance Property Services	

<b>Terms</b>
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Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,725.00 on 12/19/2017 Invoice #154 for 4,435.00 on 01/02/2018 Invoice #211 for 1,770.00 on 01/15/2018 Invoice #239 for 1,770.00 on 01/22/2018	
	<b>Total</b> \$234.42
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$234.42

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
5/30/2018	FC 99

<b>Bill To</b>
<b>Alliance Property Services NJ Corporate 175-30 Rt. 70 E. Medford, NJ 08055</b>

Terms
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Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #128 for 885.00 on 12/17/2017 Invoice #132 for 2,975.00 on 12/19/2017 Invoice #151 for 3,700.00 on 01/02/2018 Invoice #171 for 3,700.00 on 01/07/2018	
	<b>Total</b> \$314.52
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$314.52

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
5/30/2018	FC 100

Bill To
Alliance Property Services

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #901 for 2,205.00 on 12/12/2017	
Total	\$61.59
Payments/Credits	\$0.00
Balance Due	\$61.59

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
5/30/2018	FC 101

Bill To
Alliance Property Services

		Terms
Description		Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 1,200.00 on 01/08/2018</b>		
<b>Total</b>		\$33.52
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$33.52

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
5/30/2018	FC 102

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,725.00 on 12/19/2017 Invoice #154 for 4,435.00 on 01/02/2018 Invoice #211 for 1,770.00 on 01/15/2018 Invoice #239 for 1,770.00 on 01/22/2018	
	<b>Total</b> \$298.87
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$298.87

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
6/15/2018	PC 113

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

		Terms
Description	Amount	
<b>Finance Charges on Overdue Balance</b> <b>Invoice #128 for 885.00 on 12/17/2017</b> <b>Invoice #132 for 2,975.00 on 12/19/2017</b> <b>Invoice #151 for 3,700.00 on 01/02/2018</b> <b>Invoice #171 for 3,700.00 on 01/07/2018</b>		
	<b>Total</b>	<b>\$98.67</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$98.67</b>

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
6/15/2018	FC 114

<b>Bill To</b>
<b>Alliance Property Services</b>

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #901 for 2,205.00 on 12/12/2017</b>	
	<b>Total</b> \$19.32
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$19.32

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
6/15/2018	FC 115

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 1,200.00 on 01/08/2018</b>	
	<b>Total</b> \$10.52
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$10.52

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
6/15/2018	FC 116

Bill To
Alliance Property Services

		Terms
Description	Amount	
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,725.00 on 12/19/2017 Invoice #154 for 4,435.00 on 01/02/2018 Invoice #211 for 1,770.00 on 01/15/2018 Invoice #239 for 1,770.00 on 01/22/2018		
	<b>Total</b>	\$93.76
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$93.76

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
11/23/2018	FC 153

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #416 for 3,785.19 on 10/04/2018</b>	
	<b>Total</b> \$41.46
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$41.46

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
11/23/2018	FC 154

**Bill To**

**Alliance Property Services**  
**NJ Corporate**  
**175-30 Rt. 70 E**  
**Medford, NJ 08055**

Terms
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Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #128 for 966.16 on 12/17/2017</b> <b>Invoice #132 for 3,172.09 on 12/19/2017</b> <b>Invoice #151 for 3,945.13 on 01/02/2018</b> <b>Invoice #171 for 3,945.13 on 01/07/2018</b> <b>Invoice #415 for 3,145.44 on 10/04/2018</b>	
	<b>Total</b> \$1,095.06
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$1,095.06

**2115 Burlington Columbus Rd  
Florence, NJ 08505**

Date	Invoice #
11/23/2018	PC 155

Bill To
Alliance Property Services

<b>Terms</b>
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Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #901 for 5,277.94 on 12/12/2017</b>	
	<b>Total</b> \$465.38
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$465.38

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
11/23/2018	FC 156

Bill To
Alliance Property Services

Terms
-------

Description	Amount						
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 79.50 on 01/08/2018</b>							
	<table border="1"> <tr> <td data-bbox="993 1703 1458 1789"><b>Total</b></td> <td data-bbox="1458 1703 1471 1789">\$10.00</td> </tr> <tr> <td data-bbox="993 1789 1458 1854"><b>Payments/Credits</b></td> <td data-bbox="1458 1789 1471 1854">\$0.00</td> </tr> <tr> <td data-bbox="993 1854 1458 1908"><b>Balance Due</b></td> <td data-bbox="1458 1854 1471 1908">\$10.00</td> </tr> </table>	<b>Total</b>	\$10.00	<b>Payments/Credits</b>	\$0.00	<b>Balance Due</b>	\$10.00
<b>Total</b>	\$10.00						
<b>Payments/Credits</b>	\$0.00						
<b>Balance Due</b>	\$10.00						

**Fastlane Environmental**

2115 Burlington Columbus Rd  
 Florence, NJ 08505

**Finance Charge**

Date	Invoice #
11/23/2018	FC 157

Bill To
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,905.53 on 12/19/2017 Invoice #154 for 4,728.82 on 01/02/2018 Invoice #172 for 470.04 on 01/07/2018 Invoice #211 for 1,887.26 on 01/15/2018 Invoice #239 for 1,887.26 on 01/22/2018 Invoice #417 for 1,887.26 on 10/04/2018	
<b>Total</b>	<b>\$1,068.10</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,068.10</b>

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
<b>12/6/2018</b>	<b>FC 176</b>

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
Finance Charges on Overdue Balance Invoice #416 for 3,785.19 on 10/04/2018	
	<b>Total</b> \$26.95
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$26.95

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
12/6/2018	FC 177

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #128 for 966.16 on 12/17/2017 Invoice #132 for 3,172.09 on 12/19/2017 Invoice #151 for 3,945.13 on 01/02/2018 Invoice #171 for 3,945.13 on 01/07/2018 Invoice #415 for 3,145.44 on 10/04/2018	
<b>Total</b>	\$108.03
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$108.03

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
12/6/2018	FC 178

Bill To
Alliance Property Services

<b>Terms</b>
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Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #901 for 5,277.94 on 12/12/2017</b>	
	<b>Total</b> \$37.58
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$37.58

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
12/6/2018	FC 179

Bill To
Alliance Property Services

<b>Terms</b>

Description	Amount
Finance Charges on Overdue Balance Invoice #194 for 79.50 on 01/08/2018	
Total	\$10.00
Payments/Credits	\$0.00
Balance Due	\$10.00

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
12/6/2018	FC 180

Bill To
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,905.53 on 12/19/2017 Invoice #154 for 4,728.82 on 01/02/2018 Invoice #172 for 470.04 on 01/07/2018 Invoice #211 for 1,887.26 on 01/15/2018 Invoice #239 for 1,887.26 on 01/22/2018 Invoice #417 for 1,887.26 on 10/04/2018	
<b>Total</b>	<b>\$98.03</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$98.03</b>

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
2/25/2019	FC 298

Bill To	
Alliancc Property Services	

<b>Terms</b>
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Description	Amount
Finance Charges on Overdue Balance Invoice #416 for 3,785.19 on 10/04/2018	
Total	\$167.92
Payments/Credits	\$0.00
Balance Due	\$167.92

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
2/25/2019	FC 299

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #128 for 966.16 on 12/17/2017 Invoice #132 for 3,172.09 on 12/19/2017 Invoice #151 for 3,945.13 on 01/02/2018 Invoice #171 for 3,945.13 on 01/07/2018 Invoice #175 for 9,413.28 on 01/07/2018 Invoice #415 for 799.69 on 01/30/2018 Invoice #441 for 70,169.91 on 02/01/2018	
<b>Total</b>	\$4,099.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,099.50

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
2/25/2019	RC 300

Bill To	
Alliance Property Services	

		Terms
Description	Amount	
Finance Charges on Overdue Balance Invoice #901 for 5,277.94 on 12/12/2017 Invoice #442 for 37,473.36 on 02/01/2018		
	<b>Total</b>	\$1,896.51
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,896.51

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
2/25/2019	FC 301

<b>Bill To</b>
<b>Alliance Property Services</b>

Terms
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Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 559.31 on 01/08/2018</b> <b>Invoice #444 for 140.70 on 03/03/2018</b>	
	<b>Total</b> \$31.05
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$31.05

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
2/25/2019	FC 302

Bill To
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,905.53 on 12/19/2017 Invoice #154 for 4,728.82 on 01/02/2018 Invoice #172 for 470.04 on 01/07/2018 Invoice #184 for 7,565.04 on 01/08/2018 Invoice #211 for 2,830.89 on 01/15/2018 Invoice #239 for 2,830.89 on 01/22/2018 Invoice #443 for 65,286.49 on 02/01/2018 Invoice #417 for 1,887.26 on 10/04/2018	
<b>Total</b>	\$4,146.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,146.00

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
3/15/2019	FC 315

Bill To
Alliance Property Services

[illegible]

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
3/15/2019	FC 316

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #128 for 966.16 on 12/17/2017 Invoice #132 for 3,172.09 on 12/19/2017 Invoice #151 for 3,945.13 on 01/02/2018 Invoice #171 for 3,945.13 on 01/07/2018 Invoice #175 for 9,413.28 on 01/07/2018 Invoice #415 for 799.69 on 01/30/2018 Invoice #441 for 70,169.91 on 02/01/2018	
<b>Total</b>	<b>\$910.99</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$910.99</b>

Fastlane Environmental

2115 Burlington Columbus Rd  
Florence, NJ 08505**Finance Charge**

Date	Invoice #
3/15/2019	FC 317

Bill To
Alliance Property Services

		Terms
Description	Amount	
Finance Charges on Overdue Balance Invoice #901 for 5,277.94 on 12/12/2017 Invoice #442 for 37,473.35 on 02/01/2018		
<b>Total</b>		\$421.45
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$421.45

2115 Burlington Columbus Rd  
Florence, NJ 08505

<b>Date</b>	<b>Invoice #</b>
<b>3/15/2019</b>	<b>FC 318</b>

Bill To	
Alliance Property Services	

## Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> <b>Invoice #194 for 559.31 on 01/08/2018</b> <b>Invoice #444 for 140.70 on 03/05/2018</b>	
	<b>Total</b> \$10.00
	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$10.00

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
3/15/2019	FC 319

BBI To
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,905.53 on 12/19/2017 Invoice #154 for 4,728.82 on 01/02/2018 Invoice #172 for 470.04 on 01/07/2018 Invoice #184 for 7,565.04 on 01/08/2018 Invoice #211 for 2,830.89 on 01/15/2018 Invoice #239 for 2,830.89 on 01/22/2018 Invoice #443 for 65,286.49 on 02/01/2018 Invoice #417 for 1,887.26 on 10/04/2018	
<b>Total</b>	<b>\$1,072.86</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,072.86</b>

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
4/5/2019	FC 334

Bill To

Alliance Property Services  
NJ Corporate  
175-30 Rt. 70 E  
Medford, NJ 08055

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #128 for 966.16 on 12/17/2017 Invoice #132 for 3,172.09 on 12/19/2017 Invoice #151 for 3,945.13 on 01/02/2018 Invoice #171 for 3,945.13 on 01/07/2018 Invoice #175 for 9,413.28 on 01/07/2018 Invoice #415 for 799.69 on 01/30/2018 Invoice #441 for 70,169.91 on 02/01/2018	
<b>Total</b>	<b>\$1,062.82</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,062.82</b>

**Fastlane Environmental**

2115 Burlington Columbus Rd  
 Florence, NJ 08505

**Finance Charge**

Date	Invoice #
4/5/2019	FC 335

<b>Bill To</b>
Alliance Property Services

<b>Terms</b>
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Description	Amount						
<b>Finance Charges on Overdue Balance</b> Invoice #901 for 5,277.94 on 12/12/2017 Invoice #442 for 37,473.36 on 02/01/2018							
<table> <tr> <td><b>Total</b></td><td>\$491.68</td></tr> <tr> <td><b>Payments/Credits</b></td><td>\$0.00</td></tr> <tr> <td><b>Balance Due</b></td><td>\$491.68</td></tr> </table>		<b>Total</b>	\$491.68	<b>Payments/Credits</b>	\$0.00	<b>Balance Due</b>	\$491.68
<b>Total</b>	\$491.68						
<b>Payments/Credits</b>	\$0.00						
<b>Balance Due</b>	\$491.68						

**2115 Burlington Columbus Rd  
Florence, NJ 08505**

<b>Date</b>	<b>Invoice #</b>
<b>4/5/2019</b>	<b>FC 336</b>

Bill To	
Alliance Property Services	

		Terms
Description	Amount	
<b>Finance Charges on Overdue Balance</b> Invoice #194 for 559.31 on 01/08/2018 Invoice #444 for 140.70 on 03/05/2018		
	<b>Total</b>	\$10.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$10.00

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
4/5/2019	FC 337

Bill To
Alliance Property Services

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #133 for 2,905.53 on 12/19/2017 Invoice #154 for 4,728.82 on 01/02/2018 Invoice #172 for 470.04 on 01/07/2018 Invoice #184 for 7,565.04 on 01/08/2018 Invoice #211 for 2,830.89 on 01/15/2018 Invoice #239 for 2,830.89 on 01/22/2018 Invoice #443 for 65,286.49 on 02/01/2018 Invoice #417 for 1,887.26 on 10/04/2018	
<b>Total</b>	<b>\$1,217.93</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,217.93</b>

**2115 Burlington Columbus Rd  
Florence, NJ 08505**

<b>Date</b>	<b>Invoice #</b>
<b>4/30/2019</b>	<b>FC 340</b>

<b>Bill To</b> <b>Alliance Property Services</b>
---

		Terms
Description		Amount
Finance Charges on Overdue Balance Invoice #416 for 3,785.19 on 10/04/2018		
	<b>Total</b>	\$95.36
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$95.36

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
4/30/2019	FC 341

**Bill To**

Alliance Property Services  
NJ Corporate  
175-30 Rt. 70 E  
Medford, NJ 08055

**Terms**

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #128 for 966.16 on 12/17/2017 Invoice #132 for 3,172.09 on 12/19/2017 Invoice #151 for 3,945.13 on 01/02/2018 Invoice #171 for 3,945.13 on 01/07/2018 Invoice #175 for 9,413.28 on 01/07/2018 Invoice #415 for 799.69 on 01/30/2018 Invoice #441 for 84,297.73 on 04/01/2018	
<b>Total</b>	\$1,488.72
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,488.72

2115 Burlington Columbus Rd  
Florence, NJ 08505

Date	Invoice #
4/30/2019	PC 342

Bill To
Alliance Property Services

		Terms
Description	Amount	
Finance Charges on Overdue Balance Invoice #901 for 5,277.94 on 12/12/2017 Invoice #442 for 37,473.36 on 02/01/2018		
	<b>Total</b>	\$585.34
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$585.34

**Fastlane Environmental**

2115 Burlington Columbus Rd  
 Florence, NJ 08505

**Finance Charge**

Date	Invoice #
4/30/2019	FC 343

Bill To
Alliance Property Services

Description		Terms
Amount		
Finance Charges on Overdue Balance Invoice #194 for 559.31 on 01/08/2018 Invoice #444 for 140.70 on 03/05/2018		
<b>Total</b>		<b>\$10.00</b>
<b>Payments/Credits</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$10.00</b>

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
4/30/2019	FC 344

<b>Bill To</b>
Alliance Property Services

Terms

Description	Amount
<b>Finance Charges on Overdue Balance</b> Invoice #133 for 2,905.53 on 12/19/2017 Invoice #154 for 4,728.82 on 01/02/2018 Invoice #172 for 470.04 on 01/07/2018 Invoice #184 for 7,565.04 on 01/08/2018 Invoice #211 for 2,830.89 on 01/15/2018 Invoice #239 for 2,830.89 on 01/22/2018 Invoice #443 for 65,926.24 on 02/01/2018 Invoice #417 for 1,887.26 on 10/04/2018	
<b>Total</b>	\$1,220.56
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,220.56

**Fastlane Environmental**2115 Burlington Columbus Rd  
Florence, NJ 08505

carlhrebe@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
2/1/2018	442
Project	
Bai	

Bill To
Alliance Property Services

P.O. No.	Terms	Due Date
	Net 30	3/3/2018

Service	Serviced	Description	Quantity	U/M	Rate	Amount
misc		125 snow stakes with labor/travel/documentation w/ photos [REDACTED] Liability snow insurance premium [REDACTED] 30 day termination clause- contract losses for 30 days not contracted [REDACTED]				
<b>Subtotal</b>						\$35,145.00
<b>Sales Tax (6.625%)</b>						\$2,328.36
<b>Total</b>						\$37,473.36
<b>Payments/Credits</b>						\$0.00
<b>Balance Due</b>						\$37,473.36

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

carlhreha@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
2/1/2018	443
Project	
Neahamny	

Bill To
Alliance Property Services

P.O. No.	Terms	Due Date
	Net 30	3/3/2018

Service	Serviced	Description	Quantity	U/M	Rate	Amount
misc		n/a280 snow stakes with labor/travel/documentation w/ photos 329E skid steer loader dec-march 329E JD skid insurance 4 month Snowblower/tarp/lock/fuel dec-march 10' boss Sk10 Plow push box \$ equipment delivery equipment hauling removal 1/18/18 Liability Snow insurance premium 10 bags deicer onsite 30 day termination clause- contract losses for 30 days not contracted				

**Subtotal** \$61,830.00

**Sales Tax (6.625%)** \$4,096.24

**Total** \$65,926.24

**Payments/Credits** \$0.00

**Balance Due** \$65,926.24

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

carlhreha@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
3/5/2018	444
Project	
Misc. Snow Sites	

Bill To
Alliance Property Services

P.O. No.	Terms	Due Date
	Net 30	4/4/2018

Service	Serviced	Description	Quantity	U/M	Rate	Amount
misc		Forward Alliance all site photos, all Alliance site logs, all truck logs from Fastlane & Invoices 3/5/18				

**Subtotal** \$131.96

**Sales Tax (6.625%)** \$8.74

**Total** \$140.70

**Payments/Credits** \$0.00

**Balance Due** \$140.70

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

carlhreha@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
4/1/2018	441
Project	
700 Stoney Hill Rd - ...	

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

P.O. No.	Terms	Due Date
	Net 30	5/1/2018

Service	Serviced	Description	Quantity	U/M	Rate	Amount
			<b>Subtotal</b>			
			<b>Sales Tax (6.625%)</b>			
			<b>Total</b>			
			<b>Payments/Credits</b>			
			<b>Balance Due</b>			

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

carlhreha@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
4/1/2018	441
Project	
700 Stoney Hill Rd -...	

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

P.O. No.	Terms	Due Date
	Net 30	5/1/2018

Service	Serviced	Description	Quantity	U/M	Rate	Amount
misc		285 snow stakes with labor/travel/documentation w/ photos 332D id skid steer loader dec-march 329D id skid steer loader dec-march 329D JD skid insurance 4 month 332D JD skid insurance 4 month Snowblower/tarp/lock/fuel dec-march 2x 10' boss 5k10 Plow push box equipment delivery equipment hauling removal 1/18/18 6 Bags by back docks & 2 front of store - calcium 30 day termination clause - contract losses for 30 days not contracted				

**Subtotal****Sales Tax (6.625%)****Total****Payments/Credits****Balance Due**

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$265.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

carlhreha@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
4/1/2018	441
Project	
700 Stoney Hill Rd -...	

Bill To
Alliance Property Services NJ Corporate 175-30 Rt. 70 E Medford, NJ 08055

P.O. No.	Terms	Due Date
	Net 30	5/1/2018

Service	Serviced	Description	Quantity	U/M	Rate	Amount
misc		Liability Snow insurance during 17/18 season				

**Subtotal** \$79,060.00

**Sales Tax (6.625%)** \$5,237.73

**Total** \$84,297.73

**Payments/Credits** \$0.00

**Balance Due** \$84,297.73

**Fastlane Environmental**

2115 Burlington Columbus Rd  
 Florence, NJ 08505

carl@fastlaneenvironmental.com

**Invoice**

Date	Invoice #
4/5/2019	543
Project	
Misc. Snow Sites	

Bill To
Alliance Property Services

P.O. No.	Terms	Due Date
	Net 30	5/5/2019

Service	Serviced	Description	Quantity	U/M	Rate	Amount
misc	3/1/2019	copy/production docs & site photo prints				

**Subtotal** \$121.50

**Sales Tax (6.625%)** \$8.05

**Total** \$129.55

**Payments/Credits** \$0.00

**Balance Due** \$129.55

**Fastlane Environmental**

2115 Burlington Columbus Rd  
Florence, NJ 08505

**Finance Charge**

Date	Invoice #
3/15/2019	FC 316

Bill To
Alliance Property Services NJ Corporate 175-30 RL 70 E Madford, NJ 08055

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #128 for 966.16 on 12/17/2017 Invoice #132 for 3,172.09 on 12/19/2017 Invoice #151 for 3,945.13 on 01/02/2018 Invoice #171 for 3,945.13 on 01/07/2018 Invoice #175 for 9,413.28 on 01/07/2018 Invoice #415 for 799.69 on 01/30/2018 Invoice #441 for 70,169.91 on 02/01/2018	
<b>Total</b>	<b>\$910.99</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$910.99</b>

**COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA**

**FAST LANE ENVIRONMENTAL SERVICES LLC**

vs.

**ALLIANCE PROPERTY SERVICES**

NO. 2019-03917

**CIVIL COVER SHEET**

State Rule 205.5 requires this form be attached to any document commencing an action in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: JOSHUA G FERGUSON, Esq., ID: 93188

Self-Represented (Pro Se) Litigant ☐

Class Action Suit ☐ Yes ☒ No

MDJ Appeal ☐ Yes ☒ No

Money Damages Requested ☒

Commencement of Action:

Amount in Controversy:

Complaint

More than \$50,000

**Case Type and Code**

Contract:

Debt Collection: Other

Other:

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM, Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Exhibit 2

## Supreme Court of Pennsylvania

Court of Common Pleas

Civil Case Sheet

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

## Commencement of Action:

- ☒ Complaint      ☐ Writ of Summons      ☐ Petition  
☐ Transfer from Another Jurisdiction      ☐ Declaration of Taking

Lead Plaintiff's Name:

FAST LANE ENVIRONMENTAL SERVICES, LLC

Lead Defendant's Name:

ALLIANCE PROPERTY SERVICES

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: ☐ within arbitration limits  
(check one) ☒ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Joshua G. Ferguson, Esquire &amp; Michelle Yee, Esquire

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

**TORT (do not include Mass Tort)**

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other: \_\_\_\_\_

**MASS TORT**

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other: \_\_\_\_\_

**PROFESSIONAL LIABILITY**

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional: \_\_\_\_\_

**CONTRACT (do not include Judgments)**

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☒ Debt Collection: Other \_\_\_\_\_

- ☐ Employment Dispute: Discrimination  
☐ Employment Dispute: Other \_\_\_\_\_

☐ Other: \_\_\_\_\_**CIVIL APPEALS**

Administrative Agencies

- ☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other \_\_\_\_\_

☐ Zoning Board☐ Other: \_\_\_\_\_**REAL PROPERTY**

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other: \_\_\_\_\_

**MISCELLANEOUS**

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other: \_\_\_\_\_

Case# 2019-03917-0 - JUDGE:27 Received at County of Bucks Prothonotary on 05/23/2019 11:43 AM. Fee = \$255.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Updated 1/1/2011

1 Matthew J. Meyers, Sr.  
2 Alliance Property Services  
3 66 S. 400 Center Lane, Ste. 205  
4 Dawsonville, GA 30534  
5 Phone (800) 755-6411  
6 Email: office@alliancepropertyservices.com

***Defendant, In Propria Persona***

7 UNITED STATES DISTRICT COURT

8 EASTERN DISTRICT OF PENNSYLVANIA

9 FASTLANE ENVIRONMENTAL  
10 SERVICES, LLC,

11 Plaintiff,

12 vs.

13 ALLIANCE PROPERTY SERVICES,

14 Defendant

Case No.:

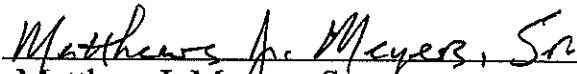
**NOTICE TO ADVERSE PARTY OF  
REMOVAL TO FEDERAL COURT**

**COMPLAINT FILED: MAY 23, 2019**

15 TO: ATTORNEYS OF RECORD FOR PLAINTIFF:

16 NOTICE IS HEREBY GIVEN THAT a Notice of Removal of this  
17 action was filed in the United States District Court for the Eastern District of  
18 Pennsylvania on or about July 10, 2019. A copy of the said Notice of Removal is  
19 attached to this Notice and is served and filed herewith.

1 Dated July 10, 2019.

2   
3 Matthew J. Meyers, Sr.

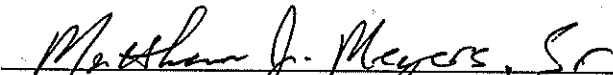
4 Owner, Alliance Property Services  
5 Defendant, In Propria Persona

6 **CERTIFICATE OF SERVICE**

7 This is to certify that a true and correct copy of the foregoing Notice to  
8 Adverse Party of Removal to Federal Court was served upon opposing counsel by  
9 placing the same in the United States Mail with sufficient postage affixed thereto to  
10 ensure delivery to:

11 Joshua G. Ferguson  
12 Freeman Mathis & Gary, LLP  
13 1800 John F. Kennedy Blvd., Ste. 1500  
14 Philadelphia, PA 19103

15 DATED July 10, 2019.

16   
17 Matthew J. Meyers, Sr.

18 Owner, Alliance Property Services  
19 Defendant, In Propria Persona  
20